

HUB CLUB

1. The member must have an active account with the Hub Group.
2. An active account means that regular purchases or payments are made and a monthly statement is being received by the member.
3. All payments must be up to date in order to qualify for any benefits, this includes the account balance that is due and monthly Club fees as set out by the Group.
4. Club fees are set and subject to annual increases.
5. Club fees are charged monthly on the account statement provided by Nedbank on behalf of the Hub Group.
6. Benefits are set out at the discretion of the Hub Group and subject to change.
7. Free legal assist has a half an hour threshold, during office hours only.
8. A R50 birthday voucher will only be valid and paid out to the principal Account member during the birthday month and the month proceeding (validity for 60 days from receipt of statement), if the account is active, on an account purchase of R100 or more, on regular priced merchandise and not in conjunction with any other offer/gift card/promotion/airtime, or on certain excluded items, and is subject to the account balance due being paid and membership fees being up to date. A Birthday voucher can only be used once and may not be exchanged for cash or credit.
9. R1000 Club discount vouchers are supplied to Club members once, on activation of the principle Account card and payment of Club fees.
10. R500 Club discount vouchers are supplied to existing Account members only, on upgrading to Club membership for the first time on condition that account is paid up.
11. Accounts balance insurance is provided free of charge to Club members only (Customer Protection Credit Life Plan) automatically.
12. Superior Account Protection Plan cover is only available to Club members on application and is not automatically provided.
13. Funeral cover is only offered to Account and Club members on application and is not automatically provided.
14. Other terms and conditions of the Hub Group Account and Rewards fall under their own Terms and Conditions agreed to on activation of the Card/s.
15. Rewards points may not be used to pay for Club or Account payments.
16. A Gift Card may not be used to pay a Club or Hub Account.

CLUB VOUCHERS

Club vouchers may be redeemed at a Hub Group store.

1. Only with a valid and original store stamp.
2. Only with an account purchase as indicated.
3. Club vouchers may not be used to pay your Account balance or Club fees.
4. Vouchers may not be exchanged for cash.
5. Vouchers may not be used to purchase Airtime or Gift Cards.
6. Vouchers may not be used in conjunction with any other promotional or sale offer and may only be used on regular priced merchandise.
7. Vouchers are valid for 36 months from date of issue.
8. IF LOST, VOUCHERS MAY NOT BE REPLACED.

GIFT CARDS

1. A Gift Card may be presented as payment for your purchases.
2. Should you not use the full value of the Gift Card, a credit will remain on the card for your future use.
3. You can check your balance at any till point and a receipt will show the remaining balance on your Card.
4. A Gift Card may not be redeemed for cash and no credit balance will be given as change.
5. A Gift Card is valid for 36 months from the date of the last purchase, thereafter any remaining balance will be deducted.
6. Misuse of this Card constitutes fraud.
7. Gift Cards remain the property of the Hub Group and if found can be handed at the stores listed or sent to Postnet 363 Private Bag X16, Constantia, 7848.

8. PLEASE PROTECT YOUR GIFT CARD. IT CANNOT BE REPLACED IF LOST OR STOLEN.

LAY-BYES

1. The merchandise specified in the agreement will be held by the Hub Group on behalf of the customer.
2. Should the customer terminate the agreement before fully paying for the goods or default in payment within 90 business days after the anticipated date of completion, the Hub Group may cancel this agreement.
3. On election to terminate a Lay By agreement before the expiry date, the Hub Group will refund 99% of all monies paid by the customer.
4. A cancellation penalty of 1% of all monies paid by the customer shall be forfeited to the Hub Group and the balance refunded to the customer, unless proof of death or hospitalisation of the customer can be proven.
5. Should the Hub Group default in terms of the agreement, it will refund all monies paid by the customer, plus interest calculated at the prescribed rate per annum.
6. If the Hub Group is unable to locate the customer for the purposes of a refund, the monies will be kept in a suspense account.

STORE RETURN POLICY

With the exception of the below mentioned cases, as long as the items are in their original condition with tags/packaging intact, the Hub will:

Refund you within a 14 day cool off period, with your till slip, in the tender type in which you paid.

Should you not have a till slip, the Hub will gladly exchange your purchase or issue you with a Gift Card, to the same value of the items you wish to return, at the current system price, within a 4 week period.

Return Exceptions:

Regrettably, no exchanges or refunds will be given on goods that have been worn, washed incorrectly, damaged, not used for their intended purposes or physically altered.

For hygiene reasons, no exchanges or refunds can be given on any underwear, swimwear, hosiery, earrings or jewellery for piercings.

All promotional offers such as buy 2, get 1 free merchandise cannot be refunded as separate items, however, an exchange can be made for the same item or an item of the same value.

Sale items cannot be refunded but may be exchanged for another item of the same value or a Gift Card.

No returns/exchanges/cash refunds will be given on Airtime vouchers or Gift Cards

No return/exchanges will be given on cosmetics and fragrances.

Defective Goods:

If the goods are defective, you may return them within a six month period from the date of purchase. Goods will be refunded at the Rand value of the original price, subject to proof of purchase and at the discretion of the store manager. Should you not have a till slip, we will only be able to process an exchange for another item to the same value or issue a gift card at the current system price.

SECURITY

1. The Hub Group stores may be monitored by camera.
2. We kindly request that parcels be left at the parcel counter for safe keeping.
3. For security reasons, management reserve the right to do parcel searches.
4. Under no circumstance will the Hub Group or its representatives be held responsible for any damage or loss incurred to your personal belongings that are in your possession or under your control whilst in any Hub Group store.

LIABILITY

1. Customers enter the Hub Group stores at their own risk.
2. The Owner/Proprietor of the store shall not be responsible for any loss howsoever incurred during occupation and use of the premises and its facilities, including any loss or damage to any person or property, whether arising from the negligence or wrongful act of any person, whether or not such a person is in the employ of the owner/proprietor. This notice shall apply in respect of any and all persons entering the premises.
3. Right of admission is reserved.

THE
HUB

TERMS AND CONDITIONS OF USE OF REWARDS, CLUB, GIFT CARDS, LAY-BYS COMPETITIONS AND RETURNS

REWARDS PROGRAMME

1. DEFINITIONS

In these terms and conditions the following shall have the meanings assigned to them unless inconsistent with or otherwise expressly indicated by the context:

- 1.1. Company or Hub Group means African Procurement Agencies (Pty) Ltd or APA and its subsidiary companies B&J Meltz (Pty) Ltd, The Hub (Pty) Ltd, CB Stores (Pty) Ltd.
- 1.2. Card means the membership card containing a data storage magnetic strip/barcode issued to members of the Loyalty/Rewards Programme;
- 1.3. Merchant means any company or person contracted with the Company to sell their own goods or services within one of the Hub Group stores who may, or may not, participate in the Loyalty/Rewards Programme.
- 1.4. Loyalty/Rewards Items means goods or services offered by the Company which form part of the Hub Group Loyalty/Rewards Programme.
- 1.5. Loyalty/Rewards Programme means the programme by which members are rewarded for purchasing certain goods or services offered for sale by the Company.
- 1.6. Member means a person accepted by the Company as a member of the Loyalty/Rewards Programme.
- 1.7. Loyalty/Rewards Terminal means a Loyalty/Rewards point of sales terminal approved by the Company which inter alia accepts Loyalty/Rewards Cards and calculates Loyalty/Rewards Points, prints receipts and updates the Company's central computer system.
- 1.8. Loyalty/Rewards Points means the points credited to member's cards that are awarded for purchasing goods and services, excluding certain merchandise categories, sale goods and Special Promotions, which may be used towards the purchase of other goods and services but which may not be exchanged for cash.
- 1.9. Rewards means the benefit the member receives through the Loyalty/Rewards Programme in the form of Loyalty/Rewards Points earned on Loyalty/Rewards Items.
- 1.10. Sale means goods offered for sale at below the Company's usual retail price.
- 1.11. Special Promotions means selected merchandise displayed at discounted prices as a special promotion or marked as being on or part of a Sale.

2. MEMBERSHIP

- 2.1. Only residents of the Republic of South Africa above the age of 18 are eligible to join the Loyalty/Rewards programme and use the Card.
- 2.2. The member and the Company shall have a contractual relationship on the terms and conditions set out in these conditions. By signing the application form, the member shall be deemed to have accepted such terms and conditions. No such relationship shall exist with the Merchants.
- 2.3. Membership is in the Company's discretion and the Company may, in its sole discretion, refuse any membership application without giving any reasons.
- 2.4. The Loyalty/Rewards Card will be issued on acceptance of application for membership. If lost, a card may be replaced at the Company's sole discretion at the Company's current replacement charge.
- 2.5. Upon receipt of telephonic and written advice of the loss or theft of a card, the Company shall suspend use of the card and of the Rewards relating thereto.

If the card is located within 3 (three) months, the Company will release the Rewards and use of the card may resume.

If the card is not located within such period, the Company shall cancel the card and the Rewards concerned shall be forfeited.

The member accepts liability for and indemnifies the Company against any loss, cost and expense the Company may sustain from the use of a lost or stolen card.

- 2.6. A member shall notify the Company in writing of change of address, telephone number, email address and any other relevant information.
- 2.7. The Company may terminate a member's membership at any time by written notice to such effect and membership shall terminate without notice if the member:
 - 2.7.1. Dies or is sequestered; or
 - 2.7.2. Fails to comply with these terms and conditions; or
 - 2.7.3. Fails to use his card for a continuous period of 36 (thirty six) months; or
 - 2.7.4. Provides the Company or its representatives or agents with incorrect or misleading information relating to the Loyalty/Rewards Programme; or
 - 2.7.5. In any way abuses his membership or the Loyalty/Rewards Programme.
- 2.8. The member may terminate his membership by giving written notice to the Company to such effect.
- 2.9. For a period of 30 (thirty) days following termination or expiry of membership, the card may be used to redeem Rewards. Any Rewards not redeemed within such period shall be forfeited.
- 2.10. Rewards must be redeemed within 36 months, failing which they shall be forfeited.

3. EARNING REWARDS

- 3.1. Members earn Rewards when purchasing goods or services which are not on Special Promotion or marked as being excluded from the Loyalty/Rewards Programme.
- 3.2. To receive Rewards when purchasing goods or services from the Company, the member must produce his Card at a Loyalty/Rewards Terminal.
- 3.3. Rewards are only earned on purchases exceeding R100 (One hundred Rand) in any one transaction.
- 3.4. Goods exchanged, and redemption of Credit Notes and Gift Cards, do not qualify for Rewards.

4. USING REWARDS

- 4.1. Loyalty/Rewards Points may only be used once a member has accumulated at least 6 (six) points recorded on his Loyalty/Rewards Card, on the next purchase.
- 4.2. When desiring to use Rewards towards purchasing goods and services, the member must produce his card and proof of ID (with photograph) at a Loyalty/Rewards Terminal.
- 4.3. The member shall comply with any terms and conditions the Company may impose with respect to the purchase or alteration or cancellation of any transaction.
- 4.4. The Company reserves the right in its sole discretion to make adjustments necessary to correct Loyalty/Rewards Points awarded in error, or awarded for cancelled transactions in respect of refunds given. Notwithstanding anything to the contrary contained in these terms and conditions, the Company reserves the right to withhold the release of any Rewards for any period for any reason.

5. LIMITATION OF LIABILITY

The Company shall not be liable to any member for:

- 5.1. Any consequential or other damages, whether direct or indirect, associated with the Loyalty/Rewards Programme.
- 5.2. Termination or suspension of the Loyalty/Rewards Programme.
- 5.3. Inability to credit or debit Rewards due to circumstances beyond its control, such as Loyalty/Rewards Terminals being offline.
- 5.4. Any delay in replacing a lost or stolen card or any unauthorised use of a card.
- 5.5. Any failure by a member to inform the Company that a transaction is subject to the Loyalty/Rewards Programme.

6. WARRANTIES

The Company gives no warranties nor accepts liability, of nature whatsoever, for any claims, loss or damage from any cause arising out of or in connection with the supply of goods and services related in any way to the Loyalty/Rewards Programme.

7. TRANSFERABILITY

- 7.1. Cards are not transferable, remain the Company's property and may not be redeemed for cash.
- 7.2. Cards and/or rights which the Cards confer may not be alienated, sold, transferred, pledged, assigned or dealt with in any other manner except as set out in these terms and conditions.

8. GENERAL

- 8.1. The Company's agents and employees shall not be eligible for membership.
- 8.2. Only a director of the Company may alter or vary these terms and conditions. Any such alteration or variation shall be reduced to writing and be valid and effective when signed by the director concerned.
- 8.3. Any indulgence granted by the Company to any member shall not constitute a waiver of its rights against the member and the Company shall not thereby be precluded from exercising its rights against any member concerned, whether having arisen in the past or arising in the future.
- 8.4. The Company reserves the right without prior notice to members to amend, including the right to amend the ration of Loyalty/Rewards Points to purchases, and to terminate the Loyalty/Rewards Programme.
- 8.5. The information contained in these terms and conditions are provided for general information only and do not constitute any form of advice. The Company accepts no responsibility for the accuracy of any particular statement nor accepts liability for any loss, cost or expense which may arise from reliance on the information contained in these terms and conditions.

9. LOYALTY/REWARDS PARTNER

Loyalty/Rewards Partner means any company or person who is not contracted with the Company to sell their own goods or services within one of the Hub Group Stores, but who may offer benefits to Loyalty/Rewards Club Members ("Members");

- 9.1. Any subscription to or membership with a Loyalty Partner shall not be on the Loyalty/Rewards Club's terms and conditions but on the terms and conditions of the Loyalty Partner concerned. The Company shall not be bound to or be responsible for any obligations arising from any benefits offered by a Loyalty Partner.
- 9.2. The Company will from time to time notify Members through the Company's regular advertising media, including post, email, short message service or other means of special and/or exclusive offers by Loyalty/Rewards Partners.
- 9.3. Members must show their Loyalty/Rewards Club Card ("Card") when claiming benefits from Loyalty Partners. No Card, no benefit!
- 9.4. On termination or cancellation of membership Members must surrender their Card to the Company.

PRIVACY

The Hub Group ("the Company") recognises, respects and is committed to protecting the privacy of its Customers ("the Customer"). Accordingly, the Company will use its best endeavours only to use or disclose a Customer's personal information in the manner stated herein.

1. PERSONAL INFORMATION

Personal information refers to all information about a Customer as an identifiable individual, including but not limited to, the Customer's name, address, email address, telephone number and identity number.

2. PERSONAL INFORMATION COLLECTION AND USE

Any personal information supplied to the Company via use of its website or in any other manner is collected and processed for the following purposes only:

- 2.1. for the purpose for which the information is requested, as stated on its website or in any other communication;
- 2.2. To establish and verify a Customer's identity;
- 2.3. To maintain and update the Company's Customer database;
- 2.4. For marketing, product research and development purposes;
- 2.5. To the extent necessary to enable the Company to meet its obligations to its Customer.

3. PERSONAL INFORMATION SHARING AND DISCLOSURE

The Company will not sell, rent or otherwise disclose a Customer's personal

information to any third party, unless:

- 3.1. The Customer has expressly, alternatively impliedly, consented to such a disclosure.
- 3.2. The Company is permitted or required to do so by law;
- 3.3. It is in the public interest to do so;
- 3.4. It is necessary to protect the interests of the Company or its Customer.
- 3.5. It is to a fellow Group company.

4. OPTING-OUT

Should a Customer no longer wish to receive the Company's promotional communications, he or she may opt-out of receiving such communications by following the instructions included therein or by contacting the Company directly.

5. ACCEPTANCE OF THIS PRIVACY POLICY

By signing the application form or accessing the Company's website, or otherwise providing the Company with personal information, the Customer signifies his or her acceptance of this Privacy Policy.

6. CHANGES TO THIS PRIVACY POLICY

The Company reserves the right to amend this Privacy Policy from time to time and at its discretion. Unless otherwise stated, the current version will apply.

7. INCORPORATION

This Privacy Policy is incorporated into and forms part of the Terms and Conditions Applicable to Customer of the of the Hub Group Loyalty/Rewards Programme.

COMPETITIONS

1. Competitions held in terms of the Hub Group are only open to residents of South Africa.
2. Only current and paid up Account and Club members or Rewards members are eligible to participate in promotional competitions where applicable, unless otherwise stated.
3. Company directors, executives, employees, and those of associated companies, merchants and promotional partners, their agents and their families may not enter competitions.
4. Entries are in accordance with rules as publicized and set out by the Hub Group.
5. Only legible and complete entries will be accepted where applicable and only one entry will be accepted unless stated otherwise by the Hub Group.
6. The right is reserved by the Hub Group to alter the prize by substituting one of equivalent value.
7. Prize winners will be chosen randomly within 4(four) months of the closing date of the competition concerned.
8. The Hub Group's decision is final and no correspondence will be entertained.
9. Prizes shall be accepted in the form awarded, may not be transferred and may not be exchanged for cash or credit.
10. Unless stated otherwise (for example, instant store draws and loyal customer Gift Cards) prizes not claimed within 90 (ninety) days of the date notice is dispatched to the winners, shall be forfeited.
11. The Hub Group may from time to time, in its sole discretion, amend the rules relating to competitions.
12. The Hub Group reserves the right to use the entrants' personal information for marketing its other Brands.
13. The participation/submission of an entry, in any competition, shall be deemed to be acceptance of these terms and conditions and any other conditions imposed in respect of the competition concerned and the terms and conditions of the Hub Group, Hub Accounts, Club and Rewards programmes.